



Wilson Security Melbourne Airport

Enterprise Agreement 2024

TABLE OF CONTENTS

1.	TITLE	4
2.	COVERAGE	4
3.	TERM OF THE AGREEMENT	4
4.	DEFINITIONS	4
5.	RELATIONSHIP BETWEEN AGREEMENT AND OTHER INSTRUMENTS	5
6.	NO EXTRA CLAIMS	5
7.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS	5
8.	TYPES OF EMPLOYMENT	6
9.	FULL-TIME EMPLOYEES	7
10.	PART-TIME EMPLOYEES	7
11.	CASUAL EMPLOYEES	7
12.	CLASSIFICATIONS	8
13.	ORDINARY HOURS OF WORK AND OVERTIME	8
14.	BREAKS.....	10
15.	MINIMUM RATES OF PAY.....	11
16.	PAYMENT OF WAGES	12
17.	ALLOWANCES	12
18.	UNIFORMS	13
19.	SUPERANNUATION.....	13
20.	PERSONAL ACCIDENT AND SICKNESS INSURANCE	14
21.	OVERTIME	15
22.	PENALTY RATES.....	15
23.	ANNUAL LEAVE	16
24.	PERSONAL/CARER'S LEAVE	20
25.	COMPASSIONATE LEAVE	23
26.	PARENTAL LEAVE AND RELATED ENTITLEMENTS.....	23
27.	COMMUNITY SERVICE LEAVE	23
28.	FAMILY AND DOMESTIC VIOLENCE LEAVE	23
29.	PUBLIC HOLIDAYS	23
30.	CONSULTATION ABOUT MAJOR WORKPLACE CHANGE	25
31.	CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK	26
32.	CONSULTATION ABOUT CHANGE OF CONTRACT	26
33.	CHANGE OF CONTRACT.....	27
34.	CONSULTATIVE COMMITTEE	27
35.	EMPLOYMENT OPPORTUNITIES FOR EXISTING STAFF	28
36.	SETTLEMENT OF DISPUTES	28
37.	THE SECURITY UNION	29

38.	TERMINATION OF EMPLOYMENT	31
39.	REDUNDANCY	32
	SCHEDULE A – CLASSIFICATIONS	34
	SCHEDULE B — RATES OF PAY	38
	SCHEDULE C – ALLOWANCES	40
	SCHEDULE D – MELBOURNE AIRPORT PRECINCT	41
	SCHEDULE E – SIGNATORIES	42

1. TITLE

- 1.1 This enterprise agreement will be known as the Wilson Security Melbourne Airport Enterprise Agreement 2024.

2. COVERAGE

- 2.1 The Agreement applies to:

- 2.1.1 Wilson Security Pty Ltd (**Company** or **Wilson Security**); and
- 2.1.2 Employees employed by the Company who work at the Melbourne Airport Precinct and whose employment falls within the classifications described in Schedule 1 of this Agreement excluding roles requiring Transport Security Protection accreditation (**Employees**).
- 2.1.3 The United Workers' Union (**Union** or **Security Union**)

3. TERM OF THE AGREEMENT

- 3.1 The Agreement comes into operation seven days from the date of approval by the Fair Work Commission and will nominally expire two (2) years after approval date.
- 3.2 The Company and the Union agree to commence discussions for a replacement enterprise agreement, no less than three months prior to the expiration of this Agreement.

4. DEFINITIONS

Act means the *Fair Work Act 2009* (Cth).

Agreement means this enterprise agreement.

Casual Employee has the meaning given by s. 15A of the Act, as defined at the time this Agreement is made.

Change of contract, in relation to an Employee, means the ending of a contract with the Company to perform security services work and the starting of a new contract with a different employer to perform similar work at the same location.

Company or Wilson means Wilson Security Pty Ltd.

Employee means a person employed by the Company in accordance with clause 2.1.2 of this Agreement.

Fair Work Regulations means the *Fair Work Regulations 2009* (Cth).

Melbourne Airport Precinct means the areas set out in Schedule D.

MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth).

National Employment Standards or **NES**, means the National Employment Standards set out in the Act.

Parties means the Company and the Employees referred to in clause 2 of this Agreement.

Relieving officer means an Employee who, by agreement between the Company and Employee, is appointed by the Company for the purpose of relieving another security officer at short notice.

5. RELATIONSHIP BETWEEN AGREEMENT AND OTHER INSTRUMENTS

- 5.1 This Agreement sets out the whole agreement between the parties.
- 5.2 This Agreement applies to the exclusion of any modern award (including the *Security Services Industry Award 2020 (SSIA)*) or enterprise agreement.
- 5.3 Where a term of this Agreement is less beneficial than the NES, then the NES will apply to the extent that the Agreement is less beneficial.

6. NO EXTRA CLAIMS

- 6.1 The parties undertake that during the life of this Agreement there shall be no further claims except for as provided under the terms of this Agreement.
- 6.2 However, this clause does not remove the ability for this Agreement to be varied in accordance with the Act.

7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7.1 Despite anything else in this Agreement, the Company and an individual Employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the Employee and the Company:
 - 7.1.1 arrangements for when work is performed; or
 - 7.1.2 overtime rates; or
 - 7.1.3 penalty rates; or
 - 7.1.4 allowances; or
 - 7.1.5 annual leave loading.
- 7.2 An agreement must be one that is genuinely made by the Company and the individual Employee without coercion or duress.
- 7.3 An agreement may only be made after the individual Employee has commenced employment with the Company.
- 7.4 The Company must:
 - 7.4.1 give the Employee a written proposal; and
 - 7.4.2 if the Company is aware that the Employee has, or should reasonably be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 7.5 The Company must ensure that the terms of the individual flexibility arrangement:
 - 7.5.1 are about permitted matters under section 172 of the Act;

- 7.5.2 are not unlawful terms under section 194 of the Act; and
 - 7.5.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 7.6** An agreement must do all of the following:
- 7.6.1 state the names of the Company and the Employee; and
 - 7.6.2 identify the Agreement term, or Agreement terms, the application of which is to be varied; and
 - 7.6.3 set out how the application of the Agreement term, or each Agreement term, is varied; and
 - 7.6.4 set out how the agreement results in the Employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - 7.6.5 state the date the agreement is to start.
- 7.7** An agreement must be:
- 7.7.1 in writing; and
 - 7.7.2 signed by the Company and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 7.8** Except as provided in clause 7.7.2, an agreement must not require the approval or consent of a person other than the Company and the Employee.
- 7.9** The Company must keep the agreement as a time and wages record and give a copy to the Employee within 14 days after it is agreed to.
- 7.10** The Company and the Employee must genuinely agree, without duress or coercion to any variation of an Agreement provided for by an agreement.
- 7.11** An agreement may be terminated:
- 7.11.1 at any time, by written agreement between the Company and the Employee; or
 - 7.11.2 by the Company or Employee giving 28 days written notice to the other party.

8. TYPES OF EMPLOYMENT

- 8.1** An Employee covered by this Agreement must be one of the following:
- 8.1.1 a permanent Employee (either full-time or part-time); or
 - 8.1.2 a casual Employee.
- 8.2** At the time of engaging an Employee, the Company must inform the Employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual Employee.
- 8.3** A permanent Employee may also be engaged by the Company on a fixed term or maximum term engagement (also known as temporary employment). At the time of

engaging the Employee, the Company will confirm the expected duration of the temporary engagement (if the engagement is not permanent and on-going).

9. FULL-TIME EMPLOYEES

- 9.1** An Employee who is engaged to work 38 ordinary hours per week, or an average of 38 ordinary hours per week over a roster cycle of between 2 and 8 weeks, is a full-time Employee.

10. PART-TIME EMPLOYEES

- 10.1** An Employee who is engaged to work for fewer than 38 ordinary hours per week, or fewer than an average of 38 ordinary hours per week over a roster cycle of between 2 and 8 weeks, and whose hours of work are reasonably predictable, is a part-time Employee.
- 10.2** At the time of engaging a part-time Employee, the Company and Employee must agree in writing on a regular pattern of work.
- 10.3** If the agreement is that the Employee will work on a roster, the agreement must specify at least the following:
- 10.3.1 the starting and finishing times for each shift; and
 - 10.3.2 the days or part days on which the Employee will not be rostered.
- 10.4** If the agreement is that an Employee will work otherwise than on a roster, the agreement must specify all of the following:
- 10.4.1 the number of hours to be worked each day; and
 - 10.4.2 the days of the week on which the Employee will work; and
 - 10.4.3 the times at which the Employee will start and finish work each day.
- 10.5** Any variation agreed by the Company and the Employee to the number of hours to be worked must be in writing.

11. CASUAL EMPLOYEES

- 11.1** A casual Employee is an Employee who is engaged and paid as such by the Company.
- 11.2** Casual loading
- 11.2.1 The Company must pay a casual Employee for each ordinary hour worked a loading of 25% in addition to the minimum hourly rate applicable to the work performed.
 - 11.2.2 The casual loading is paid in addition to any penalty rates for shift, weekend or public holiday work payable to permanent Employees. For the avoidance of doubt, the casual loading is not paid in addition to any overtime rates.
- 11.3** The following provisions of this Agreement do not apply in the case of a casual Employee:
- 11.3.1 Payment for public holidays not worked;
 - 11.3.2 Payment for Personal / Carer's leave taken (other than in relation to unpaid carer's leave)

- 11.3.3 Annual leave;
- 11.3.4 Termination of employment;
- 11.3.5 Redundancy;
- 11.3.6 Permanent night shift penalty;
- 11.3.7 Parental leave (except as provided for by Division 5 of the NES)

12. CLASSIFICATIONS

- 12.1** The Company must classify an Employee covered by this Agreement in accordance with the definitions set out in Schedule A.
- 12.2** An Employee must perform all duties that are incidental to their work and within their level of skill, competence and training, irrespective of their classification.
- 12.3** All Employees are to be provided with duty descriptions.

13. ORDINARY HOURS OF WORK AND OVERTIME

- 13.1** If the Company chooses to operate a roster, the average of 38 ordinary hours per week required for full-time employment may be worked in any of the following ways at the discretion of the Company:
 - 13.1.1 76 hours over a roster cycle of up to 2 weeks; or
 - 13.1.2 114 hours over a roster cycle of up to 3 weeks; or
 - 13.1.3 152 hours over a roster cycle of up to 4 weeks; or
 - 13.1.4 304 hours over a roster cycle of up to 8 weeks; or
 - 13.1.5 Any other roster cycle as considered necessary by the Company, which does not exceed 8 weeks in duration.
- 13.2** Requirement to work reasonable additional hours
 - 13.2.1 Employees may also be required to work reasonable additional hours. In determining whether additional hours are reasonable or unreasonable, the following factors must be considered:
 - 13.2.1.1 Any risk to Employee health and safety from working the additional hours;
 - 13.2.1.2 The Employee's personal circumstances, including family responsibilities;
 - 13.2.1.3 The needs of the workplace or enterprise in which the Employee is employed;
 - 13.2.1.4 The notice (if any) given by the Company of any request or requirement to work the additional hours;
 - 13.2.1.5 The notice (if any) given by the Employee of their intention to refuse to work the additional hours;

- 13.2.1.6 The usual patterns of work at the site, or the part of the site, in which the Employee works;
- 13.2.1.7 The nature of the Employee's role, and the Employee's level of responsibility;
- 13.2.1.8 Any other relevant matter.

13.3 Shift duration

- 13.3.1 The minimum number of ordinary hours that an Employee may be rostered to work on a shift is four hours.
- 13.3.2 The maximum number of ordinary hours that an Employee may be rostered to work on a shift is 12.
- 13.3.3 Hours of work on a shift are continuous, except for rest breaks and meal breaks as specified in clause 14.
- 13.3.4 However, an Employee may be rostered to work ordinary hours in broken shifts, that is, in up to 2 periods of duty, exclusive of rest breaks.
- 13.3.5 An Employee who works broken shifts is entitled to be paid for at least 3 hours for each period of duty on a broken shift even if the Employee works for a shorter time.

13.4 Shift start/end times

- 13.4.1 An Employee's start and finish times of ordinary hours of work operate from when the Employee arrives at, or leaves, their actual job or work station.
- 13.4.2 However, if:
 - 13.4.2.1 an Employee is required, before going to a worksite, to collect from another place any equipment belonging to the Company (for example, a firearm, keys or a vehicle) or, after finishing work, to return any such equipment to a place other than the worksite; and
 - 13.4.2.2 doing this adds more than 15 minutes to the time which would otherwise be required for the Employee to travel between the worksite and the Employee's residence,

then, the Employee's start and finish times of ordinary hours of work operate from the Employee's arrival at the point of collection or return respectively.

13.5 Display of roster and notice of change of roster

- 13.5.1 Employees may be rostered to work on any day of the week, during the day, afternoon or night, including rotating or non-rotating shifts, as required to meet operational needs.
- 13.5.2 The Company must prepare a roster showing, for each full-time or part-time Employee who works on a roster, their name and the times at which they start and finish work.
- 13.5.3 The Company must post the roster in an obvious place that is easily accessible by the affected Employees or provide it by electronic means.

13.5.4 Employees (other than relieving officers and casual Employees) must work their ordinary hours of work in accordance with a roster. Rosters shall be displayed at least 7 days in advance.

13.6 Notice of rosters for relieving officers and casual Employees

13.6.1 A relieving officer or casual Employee may, at the Company's discretion, work their ordinary hours of work in accordance with a roster of which they have been given advance notice.

13.6.2 An Employee appointed by the Company as a relieving officer will be paid the allowance provided for in Schedule C.

14. BREAKS

14.1 An Employee is entitled to rest breaks as follows:

Hours worked per shift	Breaks
4 or more but less than 8	Paid rest break or breaks of 10 minutes in total
8 or more but less than 10	Paid rest break or breaks of 20 minutes in total
10 or more	Paid rest break or breaks of 30 minutes in total

14.2 An Employee who works more than 5 hours in any one shift is entitled to one unpaid meal break of at least 30 minutes (unless it is operationally impracticable to have the meal break).

14.3 If an Employee is interrupted during a break, their break will resume immediately after such an interruption.

14.4 Breaks between work periods

14.4.1 An Employee must have a minimum break of 8 hours between finishing work on one shift of ordinary hours (including any overtime worked immediately after it) and starting work on the next shift of ordinary hours (including any overtime worked immediately before it).

14.4.2 If, on the instructions of the Company, the Employee resumes or continues work without having had 8 hours off duty, the Company must pay the Employee at the rate of 200% of the Employee's minimum hourly rate until the Employee has a break of 8 consecutive hours. The Employee must not suffer any loss of pay for ordinary hours not worked during the period of that break.

14.5 Long Breaks

14.5.1 An Employee is entitled to long breaks of continuous time off work based on the length of their roster cycle as follows:

Length of roster cycle	Minimum number of breaks
3 weeks	3 breaks of 2 days (48 continuous hours)

4 weeks	3 breaks of 3 days (72 continuous hours); or 4 breaks of 2 days (48 continuous hours)
8 weeks	6 breaks of 3 days (72 continuous hours); or 4 breaks of 2 days (48 continuous hours)

14.5.2 The Company must not roster an Employee on a roster cycle of any length to work more than a total of 48 ordinary hours without a long break of at least 48 continuous hours.

15. MINIMUM RATES OF PAY

15.1 From the first full pay period on or after 1 December 2023 the Company must pay an Employee at least the base rate of pay for each hour of work that is applicable to the Employee’s classification.

Employee Classification under the Agreement	Base rate of pay
Security Officer Level 1	\$26.03
Security Officer Level 2	\$26.77
Security Officer Level 3	\$27.22
Security Officer Level 4	\$27.68
Security Officer Level 5	\$28.57

15.2 From first full pay period following 1 July 2024, base rates of pay will be set at 6% above the corresponding minimum hourly base rate of pay for the Employee’s classification under the SSIA. By way of example, a Security Officer Level 5 under this Agreement will have a base rate of pay that is 6% higher than a Security Officer Level 5 under the SSIA.

15.3 Higher duties

15.3.1 The Company must pay an Employee who performs for more than 4 hours on any particular day or shift duties of a classification higher than the Employee’s ordinary classification, the minimum base rate of pay for that higher classification for the whole of that day or shift.

15.3.2 The Company must pay an Employee who performs for 4 hours or less on any particular day or shift duties of a classification higher than the Employee’s ordinary classification, the minimum base rate of pay for that higher classification for the time during which those duties were performed.

15.4 Supplementary Employee rates of pay

15.4.1 Where the Company engages supplementary labour at Melbourne Airport, the supplementary Employees will be engaged on no less beneficial rates of pay than those paid to Employees of Wilson Security.

15.4.2 For the avoidance of doubt, supplementary Employees will not be entitled to any other term or condition of this Agreement.

16. PAYMENT OF WAGES

16.1 Payment of wages will be made by Electronic Funds Transfer, either weekly or fortnightly.

17. ALLOWANCES

17.1 First aid allowance

17.1.1 The Company must pay the Employee a first aid allowance of \$6.83 per shift up to a maximum of \$33.95 per week to an Employee who:

17.1.1.1 holds a current Senior First Aid Certificate (also known as Provide First Aid or Workplace First Aid); and

17.1.1.2 is formally appointed by the Company to act as a first aider.

17.2 Firearm allowance

17.2.1 An Employee who is required to carry a firearm must be paid a firearm allowance of \$3.41 per shift, up to a maximum of \$17.07 per week.

17.3 Broken shift allowance

17.3.1 An Employee who is required to work a rostered shift in 2 periods of duty (excluding rest breaks) must be paid a broken shift allowance of \$16.27 per rostered shift.

17.4 Supervision allowance

17.4.1 An Employee who is required to supervise other Employees must be paid a supervision allowance according to the number of Employees supervised as follows:

17.4.1.1 1 to 5 Employees—\$42.39 per week; or

17.4.1.2 6 to 10 Employees—\$48.91 per week; or

17.4.1.3 11 to 20 Employees—\$63.48 per week; or

17.4.1.4 Over 20 Employees—\$74.93 per week.

17.5 Relieving officer allowance

17.5.1 The Company must pay the Employee who is appointed as a relieving officer an allowance of \$41.98 per week.

17.5.2 While it is not necessary for a relieving shift to be shown on a roster, the Company should, if possible, give a relieving officer at least 24 hours' notice of a relieving shift.

17.6 Aviation allowance

17.6.1 Employees will receive an aviation allowance of \$1.88 per hour.

17.7 Meal allowance

17.7.1 The Company must pay the Employee a meal allowance of \$19.45 to an Employee who:

17.7.1.1 is required to work more than two hours after the completion of their ordinary shift; and

17.7.1.2 was not advised of that requirement on or before the previous day.

17.8 Vehicle allowance

Where the Company requires an Employee to use their own motor vehicle or motor cycle in performing their duties the Company must pay the Employee a vehicle allowance for each kilometre travelled as follows:

17.8.1 motor vehicle—\$0.95;

17.8.2 motor cycle—\$0.32.

18. UNIFORMS

18.1 Articles of the uniform will be replaced by the Company having regard to fair wear and tear on a one for one basis.

18.2 Failure to return uniforms in a clean state on termination will result in a deduction of the reasonable cost of laundering the uniform to a maximum of \$50.00 from any termination payments due to the Employee.

18.3 Failure of an Employee to return an item of supplied uniform will result in the cost of that item of uniform being deducted from their termination pay. However, the maximum that any Employee shall be liable for will be \$500.00.

18.4 In the event that loss, or damage caused by negligence or abuse by the Employee, occurs to such clothing, the clothing will be replaced by the Company, the cost of which will be recoverable from the Employee as direct reimbursement or staggered over no more than four pay periods, the maximum amount that any Employee shall be liable for will be \$300.00.

18.5 This clause shall not operate contrary to section 324 and 326 of the Act.

19. SUPERANNUATION

19.1 Superannuation legislation

19.1.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the Employee applies.

19.1.2 The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

19.2.1 The Company must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Company being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

19.3 Voluntary Employee contributions

19.3.1 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Company to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Company makes the superannuation contributions for the Employee.

19.3.2 An Employee may adjust the amount the Employee has authorised the Company to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Company.

19.3.3 The Company must pay the amount authorised no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3.1 or clause 19.3.2 was made.

19.4 Superannuation fund

19.4.1 Unless, to comply with superannuation legislation, the Company is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the Employee, the Company must make the superannuation contributions provided for in clause 19.2, and pay the amount authorised under clauses 19.3.1 or clause 19.3.2, to one of the following superannuation funds or its successor:

19.4.1.1 AustralianSuper;

19.4.1.2 Sunsuper;

19.4.1.3 any superannuation fund to which the Company was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

19.4.1.4 a superannuation fund or scheme which the Employee is a defined benefit member of.

20. PERSONAL ACCIDENT AND SICKNESS INSURANCE

20.1 Wilson Security will hold a personal accident and sickness insurance policy for all Employees covered by this agreement.

20.2 The relevant premium for the insurance policy will be 1.5% of gross weekly pay for each eligible Employee (inclusive of GST).

20.3 If stamp duty is required to be paid in relation to the policy, that will be paid in addition to the amount set out in clause 20.2.

21. OVERTIME

21.1 Restriction on amount of overtime

21.1.1 The Company must not require an Employee to work more than 14 hours in a 24 hour period (including paid and unpaid meal and rest breaks to which the Employee is entitled under this Agreement).

21.2 Payment of overtime

21.2.1 The Company must pay a full-time Employee at the overtime rate for any time worked in excess of their ordinary hours (as determined by the Company).

21.2.2 the Company must pay a part-time Employee at the overtime rate for any time worked in excess of the number of ordinary hours agreed under clause 10 (Part-time employment) as varied.

21.2.3 The Company must pay a casual Employee at the overtime rate for any time worked in excess of:

21.2.3.1 12 hours per shift; or

21.2.3.2 any time worked in excess of 38 hours per week or, where the casual Employee works in accordance with a roster that operates across a period not exceeding 8 weeks, in excess of an average of 38 hours per week across the period of the roster cycle.

21.3 Overtime rates

21.3.1 The overtime rate is the relevant percentage specified in column 2 of the Employee's applicable base rate of pay, and contingent on when the overtime was worked as specified in column 1:

For overtime worked on	Overtime rate
Monday to Saturday—first 2 hours	150%
Monday to Saturday—after 2 hours	200%
Sunday—all day	200%
Public holiday—all day	250%

21.3.2 If a period of overtime starts on one day and continues into the next day, the overtime rate applicable to the portion worked on each day is the appropriate rate for that day.

21.3.3 Except as provided by clause 21.3.2, overtime worked on any day stands alone from overtime worked on any other day.

22. PENALTY RATES

This clause sets out penalty rates for hours worked at specified times or on specified days that are not required to be paid at overtime rates.

22.1 The Company must pay an Employee penalty rates as follows:

Midnight to 6.00 am and 6.00 pm to midnight –Monday to Friday excluding hours on a day that is a public holiday	121.7% or, for an Employee on permanent night work, 130%
Saturday	150%
Sunday	200%
Public holiday	250%

22.2 An Employee is on permanent night work over the whole period of a roster cycle if more than two-thirds of the Employee's ordinary shifts comprise or include the period between midnight and 6.00 am.

23. ANNUAL LEAVE

23.1 Annual leave is provided for in the NES.

23.2 For the purposes of the NES, a shiftworker who works a roster and who, over the roster cycle, may be rostered to work an ordinary shift on any day of the week and who are regularly rostered to work on Sundays and public holidays, will receive an additional one week of paid annual leave, which accrues progressively during a year of service.

23.3 Payment for annual leave

23.3.1 The Company must pay the Employee for the Employee's ordinary hours of work in that period the greater of:

23.3.1.1 the amount the Employee would have earned during the roster period for the ordinary hours they would have worked, had they not been on leave; and

23.3.1.2 the Employee's minimum hourly rate for those ordinary hours together with any applicable first aid allowance, supervision allowance or relieving officer allowance payable in accordance with Schedule C plus a loading of 17.5%.

23.3.2 An Employee who has a period of untaken paid leave when the employment of the Employee ends is entitled to be paid:

23.3.2.1 an amount calculated in accordance with clause 23.3.1.1; and

23.3.2.2 a loading of 17.5% calculated in accordance with clause 23.3.1.2 unless the Employee was dismissed for misconduct.

23.4 Temporary shutdown

23.4.1 Clause 23.4 applies if the Company (or Melbourne Airport):

23.4.1.1 intends to close down, or reduce staffing levels in, all or part of a workplace for a particular period (temporary shutdown period); and

- 23.4.1.2 wishes to require affected Employees to take paid annual leave during that period.
- 23.4.2 The Company must give the affected Employees at least 28 days' written notice of a temporary close down period (unless Melbourne Airport provide it with less than 28 days' notice, which in that case, the Company must give affected Employees as much notice as is reasonably practicable in the circumstances).
- 23.4.3 The Company must give immediate written notice of a temporary close down period to any Employee who is engaged after the notice is given under clause 23.4.2 and who will be affected by that period.
- 23.4.4 The Company may direct the Employee to take a period of paid annual leave to which the Employee has accrued an entitlement during a temporary shutdown period.
- 23.4.5 A direction by the Company under clause 23.4.4:
- 23.4.5.1 Must be in writing; and
 - 23.4.5.2 Must be reasonable.
- 23.4.6 The Employee must take paid annual leave in accordance with a direction under clause 23.4.4.
- 23.4.7 In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 23.4.4 the Company and Employee may agree, in writing, for the Employee to take leave without pay during that part of the temporary shutdown period.
- 23.4.8 An Employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 23.8.
- 23.4.9 The following applies to any affected Employee during a temporary close down period:
- 23.4.9.1 if the Employee has accrued an entitlement to sufficient paid annual leave to cover the whole of the temporary close down period, the Employee must take that leave to cover the whole of the temporary close down period;
 - 23.4.9.2 if the Employee has accrued an entitlement to paid annual leave but the amount accrued is insufficient to cover the whole of the temporary close down period, the Employee must take all the paid annual leave to which they have accrued an entitlement and also take leave without pay to cover the balance of the temporary close down period;
 - 23.4.9.3 if the Employee has not accrued an entitlement to any paid annual leave, the Employee must take leave without pay to cover the whole of the temporary close down period.
 - 23.4.9.4 In determining the amount of paid annual leave to which an Employee has accrued an entitlement, any period of paid annual leave taken in advance by the Employee, in accordance with an agreement under clause 23.4.8, to which an entitlement has not been accrued is to be taken into account.

23.4.9.5 Clauses 23.5, 23.6 and 23.7 do not apply to a period of annual leave that an Employee is required to take during a temporary shutdown period in accordance with clause 23.4.

23.5 Excessive leave accruals: general provision

23.5.1 An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 23.2).

23.5.2 If an Employee has an excessive leave accrual, the Company or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

23.5.3 Clause 23.6 sets out how the Company may direct an Employee who has an excessive leave accrual to take paid annual leave.

23.5.4 Clause 23.7 sets out how an Employee who has an excessive leave accrual may require the Company to grant paid annual leave requested by the Employee.

23.6 Excessive leave accruals: direction by the Company that leave be taken

23.6.1 If the Company has genuinely tried to reach agreement with an Employee under clause 23.5.2 but agreement is not reached (including because the Employee refuses to confer), the Company may direct the Employee in writing to take one or more periods of paid annual leave.

23.6.2 However, a direction by the Company under clause 23.6.1:

23.6.2.1 is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.5, 23.6 or 23.7 or otherwise agreed by the Company and Employee) are taken into account; and

23.6.2.2 must not require the Employee to take any period of paid annual leave of less than one week; and

23.6.2.3 must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

23.6.2.4 must not be inconsistent with any leave arrangement agreed by the Company and Employee.

23.6.2.5 The Employee must take paid annual leave in accordance with a direction under clause 23.6.1 that is in effect.

23.6.2.6 An Employee to whom a direction has been given under clause clause 23.6.1 may request to take a period of paid annual leave as if the direction had not been given.

23.7 Excessive leave accruals: request by Employee for leave

23.7.1 If an Employee has genuinely tried to reach agreement with the Company under clause clause 23.5.2 but agreement is not reached (including because

the Company refuses to confer), the Employee may give a written notice to the Company requesting to take one or more periods of paid annual leave.

23.7.2 However, an Employee may only give a notice to the Company under clause 23.7.1 if:

23.7.2.1 the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

23.7.2.2 the Employee has not been given a direction under clause 23.6.1 that, when any other paid annual leave arrangements (whether made under clause 23.5, 23.6 or 23.7 or otherwise agreed by the Company and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.

23.7.3 A notice given by an Employee under clause clause 23.7.1 must not:

23.7.3.1 if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.5, 23.6 or 23.7 or otherwise agreed by the Company and Employee) are taken into account; or

23.7.3.2 provide for the Employee to take any period of paid annual leave of less than one week; or

23.7.3.3 provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

23.7.3.4 be inconsistent with any leave arrangement agreed by the Company and Employee.

23.7.4 An Employee is not entitled to request by a notice under clause 23.7.1 more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 23.2) in any period of 12 months.

23.7.5 The Company must grant paid annual leave requested by a notice under clause 23.7.1.

23.8 Annual leave in advance

23.8.1 The Company and an individual Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.

23.8.2 An agreement must:

23.8.2.1 state the amount of leave to be taken in advance and the date on which leave is to commence; and

23.8.2.2 be signed by the Company and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

23.8.3 If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in

accordance with an agreement under clause 21.8, the Company may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

23.9 Cashing out of annual leave

- 23.9.1 Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.9.3.
- 23.9.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.9.3.
- 23.9.3 The Company and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- 23.9.4 An agreement under clause 23.9.3 must state:
 - 23.9.4.1 the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - 23.9.4.2 the date on which the payment is to be made.
- 23.9.5 An agreement under clause 23.9.3 must be signed by the Company and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 23.9.6 The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- 23.9.7 An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 23.9.8 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks (unless the Employee is able to demonstrate financial hardship requiring additional cashing out of annual leave).
- 23.9.9 The Company must keep a copy of any agreement under clause 23.9.3 as an Employee record.

23.10 Payment of accrued annual leave on termination

- 23.10.1 Where an Employee is entitled to a payment on termination of employment the Company must pay to the Employee an amount calculated in accordance with clause 23.3.

24. PERSONAL/CARER'S LEAVE

24.1 Entitlement to paid personal/carer's leave

- 24.1.1 An eligible Employee is entitled to paid personal/carer's leave in accordance with the NES. For each year of service with the Company, the current entitlement under the NES for a permanent Employee is 10 days (76 hours) per year.

24.2 Taking paid personal/carer's leave

- 24.2.1 An Employee may take paid personal/carer's leave if the leave is taken:

- 24.2.1.1 Because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
- 24.2.1.2 To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
- 24.2.1.3 A personal illness, or personal injury, affecting the member; or
- 24.2.1.4 An unexpected emergency affecting the member.

24.2.2 Employee taken not to be on paid personal/carer's leave on public holiday

- 24.2.2.1 If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

24.3 Payment for paid personal/carer's leave

- 24.3.1 If an Employee takes a period of paid personal/carer's leave, the Company must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

24.4 Entitlement to unpaid carer's leave

- 24.4.1 An Employee (including a casual Employee) is entitled to 2 days of unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- 24.4.1.1 A personal illness, or personal injury, affecting the member; or
- 24.4.1.2 An unexpected emergency affecting the member.

24.5 Taking unpaid carer's leave

- 24.5.1 An Employee may take unpaid carer's leave if the leave is taken to provide care or support as mentioned in Clause 24.4.1.
- 24.5.2 An Employee may take unpaid carer's leave as:

- 24.5.2.1 A single continuous period of up to 2 days; or
- 24.5.2.2 Any separate periods to which the Employee and the Company agree.

24.6 An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

24.7 Notice requirements

- 24.7.1 An Employee must give the Company notice of the taking of leave.
- 24.7.2 The notice:

24.7.2.1 Must be given to the Company as soon as is reasonably practicable (which may be a time after the leave has started); and

24.7.2.2 Must advise the Company of the period, or expected period, of the leave.

24.8 Evidence requirements – when a medical certificate or a statutory declaration is required

24.8.1 A medical certificate is required to be produced for any personal/carer's leave apart from:

24.8.2 A medical certificate or statutory declaration is not required to be produced on up to three (3) individual days (i.e. non-consecutive) taken as personal/carer's leave during each calendar year.

24.8.3 In circumstances where an Employee elects to provide a medical certificate or statutory declaration on any individual day that would have otherwise been subject to this clause, that day will not be taken to be included in the three (3) day entitlement of this clause.

24.8.4 A statutory declaration may be produced for up to two (2) individual days (i.e. non-consecutive) absences due to personal/carer's leave during each calendar year. In circumstances where an Employee elects to provide a medical certificate on any individual day that would otherwise been subject to this clause, that day will not be taken to be included in the two (2) day entitlement of this clause.

24.8.5 If the absences arise from the need to take leave to care for members of the Employee's immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

24.8.6 The Company can always require the Employee to complete a personal/carer's leave application form, in relation to any personal leave absence.

24.8.7 When taking leave for personal illness or injury, or leave to care for members of their immediate family or household, the Employee may provide the evidence required anytime within the relevant pay fortnight.

24.9 Meaning of immediate family or household

24.9.1 The entitlement to use compassionate leave and carer's leave in accordance with this clause is subject to:

24.9.1.1 The person being either:

24.9.1.1.1 A member of the Employee's immediate family;
or

24.9.1.1.2 A member of the Employee's household.

24.9.1.2 The term immediate family includes;

24.9.1.2.1 A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person means a person who lives with the first mentioned person as the husband or wife or same sexed partner of that person on a bona fide domestic basis although not legally married to that person; and

24.9.1.2.2 A child, adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, parent-in-law, grandparent, grandchild, sibling of the Employee or spouse of the Employee.

25. COMPASSIONATE LEAVE

25.1 An Employee is entitled to compassionate leave in accordance with the NES.

25.2 Immediate family is as defined in clause 24.9:

26. PARENTAL LEAVE AND RELATED ENTITLEMENTS

26.1 Parental leave and related entitlements are provided for in the NES.

27. COMMUNITY SERVICE LEAVE

27.1 Community service leave is provided for in the NES.

28. FAMILY AND DOMESTIC VIOLENCE LEAVE

28.1 Family and domestic violence leave is provided for in the NES.

29. PUBLIC HOLIDAYS

29.1 An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.

29.2 However, the Company may request an Employee to work on a public holiday if the request is reasonable.

29.3 If the Company requests an Employee to work on a public holiday, the Employee may refuse the request if:

29.3.1 The request is not reasonable; or

29.3.2 The refusal is reasonable.

29.4 In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

29.4.1 The nature of the Company's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;

29.4.2 The Employee's personal circumstances, including family responsibilities;

29.4.3 Whether the Employee could reasonably expect that the Company might request work on the public holiday;

- 29.4.4 Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - 29.4.5 The type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
 - 29.4.6 The amount of notice in advance of the public holiday given by the Company when making the request;
 - 29.4.7 In relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request;
 - 29.4.8 Any other relevant matter.
- 29.5** For the purpose of clause 29.4, the act of the Company rostering an Employee to work on a public holiday, is taken to be a request by the Company for an Employee to work on a public holiday.
- 29.6** The following are public holidays:
- 29.6.1 New Year's Day
 - 29.6.2 Australia Day
 - 29.6.3 Labour Day
 - 29.6.4 Good Friday
 - 29.6.5 Saturday before Easter Sunday
 - 29.6.6 Easter Sunday
 - 29.6.7 Easter Monday
 - 29.6.8 ANZAC Day
 - 29.6.9 King's Birthday
 - 29.6.10 Melbourne Cup Day
 - 29.6.11 Christmas Day
 - 29.6.12 Boxing Day
 - 29.6.13 Where in a locality, public holidays are declared or prescribed on days other than those set out in clause 29.6, those days will constitute additional holidays for the purpose of this agreement.
- 29.7** If an Employee is absent from their employment on a day or part-day that is a public holiday, the Company must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part-day. The base rate of pay to be paid excludes loadings, allowances, overtime and penalty rates.
- 29.8** For the avoidance of doubt, shift workers who are not rostered to work on a public holiday are not entitled to payment for a public holiday.
- 29.9** Substitution of public holidays by agreement

29.9.1 The Company and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

29.9.2 The Company and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

30. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

30.1 If the Company makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company must:

30.1.1 give notice of the changes to all Employees who may be affected by them and their representatives (if any); and

30.1.2 discuss with affected Employees and their representatives (if any):

30.1.2.1 the introduction of the changes; and

30.1.2.2 their likely effect on Employees; and

30.1.2.3 measures to avoid or reduce the adverse effects of the changes on Employees; and

30.1.3 commence discussions as soon as practicable after a definite decision has been made.

30.2 For the purposes of the discussion under clause 30.1.2, the Company must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:

30.2.1 their nature; and

30.2.2 their expected effect on Employees; and

30.2.3 any other matters likely to affect Employees.

30.3 Clause 27.2 does not require the Company to disclose any confidential information if its disclosure would be contrary to the Company's interests.

30.4 The Company must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 30.1.2

30.5 In clause 30.1 significant effects, on Employees, includes any of the following:

30.5.1 termination of employment; or

30.5.2 major changes in the composition, operation or size of the Company's workforce or in the skills required; or

30.5.3 loss of, or reduction in, job or promotion opportunities; or

30.5.4 loss of, or reduction in, job tenure; or

30.5.5 alteration of hours of work; or

30.5.6 the need for Employees to be retrained or transferred to other work or locations; or

30.5.7 job restructuring.

30.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.

31. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

31.1 Clause 31 applies if the Company proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.

31.2 The Company must consult with any Employees affected by the proposed change and their representatives (if any).

31.3 For the purpose of the consultation, the Company must:

31.3.1 provide to the Employees and representatives mentioned in clause 31.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

31.3.2 invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

31.4 The Company must consider any views given under clause 31.3.2.

31.5 Clause 31 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

32. CONSULTATION ABOUT CHANGE OF CONTRACT

32.1 Clause 32 applies where the Company decides not to seek a renewal of a contract to perform security services work or is notified that such a contract to which the Company is a party is to be, or is likely to be, terminated.

32.2 The Company must, at least 28 days (or as soon as practicable if that is later than 28 days) before the contract is due to end, give written notice of the situation to the affected Employees and their representatives (if any), including the date on which the contract is due to end.

32.3 The Company must, in the notice under clause 32.2, specify any options available for suitable alternative employment with the Company in the event that the contract ends.

32.4 The Company must give written notice to any affected Employees who are offered suitable alternative employment with the Company of the offer, including the location at which the work is proposed to be performed, the proposed hours of work and the proposed rates of pay.

32.5 The Company must give a written notice to any Employee who is not offered suitable alternative employment with the Company that:

32.5.1 gives details of the Employee's accrued statutory and Agreement entitlements on termination of the Employee's employment (including accrued annual leave); and

32.5.2 contains a statement of the Employee's service with the Company (including the length of that service, their hours of work, their classification and the shifts they worked); and

32.5.3 invites the Employee to notify the Company if they consent to the Company giving their name to the incoming contractor so that they may be considered for employment with that contractor.

32.6 The Company must provide to the incoming contractor a list of the names of Employees who have consented to their name being provided to that contractor so that they may be considered for employment with that contractor.

32.7 The Company must take steps to organise a meeting between the incoming contractor and those Employees who are not offered suitable alternative employment with the Company.

33. CHANGE OF CONTRACT

33.1.1 Section 119 of the Act does not apply to an Employee of the outgoing contractor where:

33.1.2 the Employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor, and

33.1.3 the outgoing contractor has paid to the Employee all of the Employee's accrued statutory and Agreement entitlements on termination of the Employee's employment.

33.1.4 To avoid doubt, section 119 of the Act does apply to an Employee of an outgoing contractor where the Employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.

34. CONSULTATIVE COMMITTEE

34.1 Consultative Committee

34.1.1 The parties to the agreement confirm that they are committed to improved and effective consultation in the workplace. The parties agree that consultation will provide Employees with an opportunity to participate fully in the decisions which impact on their working environment and conditions.

34.1.2 At Melbourne Airport, a consultative committee will be formed upon request by Union delegates for the purpose of Continuous Service Delivery improvement; Reviewing work practices and where appropriate recommending workplace change.

34.1.3 The Consultative Committee shall comprise representatives of Employees at the workplace and representatives of the Company.

34.1.4 Within 1 month of the commencement of the agreement a consultative meeting will occur for the purposes of discussing issues including, but not limited to, workload, Employee safety, uniform and PPE provision.

34.1.5 The Consultative Committee may recommend change provided that acceptance of such recommendations shall be at the discretion of the Company management based on operational requirement, legislative compliance obligations and financial and business efficiency. Changes that impact the terms and conditions of this agreement must be made in accordance with the Act.

34.1.6 Matters that relate to the rights, entitlements or grievances of an individual Employee should not be raised at the Consultative Committee level.

35. EMPLOYMENT OPPORTUNITIES FOR EXISTING STAFF

- 35.1** Where positions at Melbourne Airport, which are covered by this Agreement, become available, the Company will preference Employees who currently work at the Melbourne Airport Precinct, provided they have sufficient skills to fulfil the inherent requirements of the particular role.
- 35.2** In the event that more than one Employee/s have equal skills, then tenure will decide appointment to the available position.

36. SETTLEMENT OF DISPUTES

- 36.1** If a dispute arises concerning a matter arising under this Agreement or the NES:
- 36.1.1 The matter is to be dealt with in accordance with Clause 36.2.
 - 36.1.2 There will be no stoppage of work whilst the dispute resolution procedure is being followed.
 - 36.1.3 While a dispute is being resolved, Employees must continue to work as normal in accordance with their contracts of employment and must comply with any reasonable direction given by the Company to perform available work as required. The parties are committed to ensuring that this occurs.
- 36.2** This procedure will be used to address a dispute about a matter arising under this Agreement or the NES.
- 36.2.1 At any stage of the process, an Employee will be entitled to involve a representative of the Employee's choice, including an official of the Union.
 - 36.2.2 When a matter in dispute arises the matter shall in the first instance be discussed between the Employee/s and their immediate supervisor/manager.
 - 36.2.3 If the matter in dispute is still unresolved, the Employee/s and the Company will arrange further discussions involving more senior levels of management and/or a Human Resources representative (as appropriate).
 - 36.2.4 If the matter remains unresolved, the parties may refer the matter to an agreed mediator.
 - 36.2.5 Any matters arising under this Agreement or in relation to the NES may be referred by either party to the FWC to be dealt with in accordance with clause 36.3 of this Agreement.
 - 36.2.6 By agreement, some steps may be bypassed if necessary to achieve a speedy resolution of the matter in dispute.
- 36.3** The parties agree that, where a matter in dispute is referred to FWC under this clause, FWC is to deal with the matter in accordance with the following process:
- 36.3.1 Upon referral of the matter in dispute, FWC shall conciliate in respect of the matter. When conciliating under this clause, FWC can dismiss the matter or issue a statement or recommendation.
 - 36.3.2 If the matter is not resolved by conciliation, FWC shall then arbitrate in respect of the matter. When arbitrating, FWC shall conduct the matter in accordance with Division 3 Part 5-1 of the Fair Work Act 2009.
 - 36.3.3 In addition, FWC can dismiss the matter.

- 36.3.4 In any process to resolve a dispute about a matter under this clause, the parties expect FWC to recognize that the Company has the right to manage and operate its business in a safe, reliable and profitable manner.
- 36.3.5 During any arbitration proceedings before FWC under this clause, any party may choose to be represented by a legal practitioner.
- 36.3.6 In arbitrating in respect of a matter in dispute under this clause, FWC is to provide its decision and reasons for the decision in writing to the parties.
- 36.3.7 The decision of FWC will bind the parties, subject to any party exercising a right of appeal against the decision to a Full Bench.

36.4 The matters set out in clause 36.3 are applicable to all proceedings before the FWC initiated in accordance with this Agreement.

37. THE SECURITY UNION

37.1 The United Workers' Union – the Security Union (“the Security Union”) and Wilson have a good working relationship, founded on principles of commitment to a quality security industry, co-operation and respect for freedom of association.

37.2 The Security Union recognises Wilson as a leading employer in the Victorian security industry.

37.3 Wilson recognises the Security Union as a leading voice for Security Officers in the Victorian security industry.

37.4 Giving Union delegates time to perform their role

37.4.1 The Company recognises the important role played by Union delegates at work, in ensuring clear lines of communication exist between Wilson, and its Employees and the Security Union.

37.4.2 Wilson will, where appropriate, provide Union delegates with time during paid work hours to perform this work.

37.4.3 The time spent on this work should not be excessive, and it should never interfere with the fulfillment of ordinary duties or contractual requirements.

37.5 Paid leave for Union delegates

37.5.1 Wilson Security will grant requests for paid leave to Union delegates, which shall be known as “Union leave”. Each calendar year, Wilson will grant requests for Union leave as follows:

37.5.1.1 Ten days per each hundred permanent Employees employed by Wilson from time to time; or

37.5.1.2 Up to 60 days paid leave per calendar year (whichever is the greater).

37.5.2 Requests for Union leave will be made to Wilson by the Union in writing and providing no less than four (4) weeks' notice of the proposed date of such leave and will be granted, provided that: it does not unreasonably interfere with operational and contractual requirements and:

37.5.2.1 The Employee has not attended the same course or event in the previous twelve (12) months:

37.5.2.2 Reasonable evidence of attendance at the training course or event is provided. Such satisfactory evidence may include written confirmation of attendance by the union or training provider, or any certificates of completion of such courses.

37.5.3 Union leave will be used for the following purposes:

37.5.3.1 Delegate training;

37.5.3.2 Attending security industry reform meetings and activities;

37.5.3.3 Attending official meetings of the Union (such as the Union's annual "Delegates Convention");

37.5.3.4 Participating in Union structures, such as the Union's "Branch Council" or similar.

37.5.4 A reasonable limit will be placed on the leave granted to each individual delegate within a calendar year.

37.5.5 During 2025, Wilson will grant additional paid leave to delegates to participate in the re-negotiation of this agreement. A reasonable limit will be placed on this additional leave, and it will be granted subject to operational and contractual requirements.

37.6 Union fees

37.6.1 Payroll Deduction

37.6.1.1 Wilson will provide a "Payroll Deduction Facility" for the payment of Employees' Union fee subscriptions.

37.6.2 Direct Debit Authority

37.6.2.1 Where Wilson receives proper authorisation from an Employee that requests their bank details be provided to the Union, Wilson will provide the Union with these details as soon as possible. The purpose of such a request would be to facilitate the payment of Union fees by direct debit from the Employee's bank account.

This clause is subject to compliance with any Privacy or other law that might apply to Wilson from time to time.

37.7 Providing copies of the Agreement

37.7.1 All new Wilson Employees will be provided with a copy of this enterprise agreement, including all schedules, when they are employed by Wilson (together with other information usually provided to new Employees in their new starter kit).

37.8 Security Union member organiser program

37.8.1 The Security Union's member organiser program is a program in which Security Union members are seconded to work at the Union Office for periods of three weeks or longer, to participate in Union projects and campaigns.

37.8.2 From time to time, the Security Union will request the Company grant permission to Union members to take leave without pay to participate in the program. Subject to operational requirements and reasonable limits, the Company shall not unreasonably withhold its consent to these requests.

37.9 Inductions

37.9.1 The Company will provide a 15-minute paid union induction for each new starter at Melbourne Airport.

37.9.2 The Company will invite a representative of United Workers Union to participate in the induction.

37.9.3 Where that induction is performed by a site delegate time spent by the delegate in providing the induction will be considered paid time.

38. TERMINATION OF EMPLOYMENT

38.1 Notice of termination by the Company

38.1.1 In order to terminate the employment of an Employee, the Company must give to the Employee the period of notice specified in the table below:

Period of Continuous Service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
Employees over 45 years of age at the time of giving the notice, who have no less than 2 years' continuous service are entitled to an additional one week of notice.	

38.1.2 The Company, at its discretion, may make a payment in lieu of the prescribed notice in clause 38.1 if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required notice and by the Company making payment for the remainder of the period of notice.

38.1.3 If a payment in lieu of notice is made, the Company must pay to the Employee an amount which equals the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the Employee because of the employment continuing during that period.

38.1.4 The period of notice in this clause does not apply to:

38.1.4.1 In the case of dismissal for serious misconduct;

38.1.4.2 To apprentices;

38.1.4.3 To Employees engaged for a specific period of time or for a specific task or tasks;

38.1.4.4 To trainees; or

38.1.4.5 Casual Employees.

38.2 Notice of termination by an Employee

38.2.1 The notice of termination required to be given by an Employee is the same as that required of the Company, except that the Employee does not have to give additional notice based on the age of the Employee.

38.2.2 If an Employee fails to give the notice specified in clause 38.1.1 the Company has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under clause 38.1.1.

38.2.3 In clause 38.1.1 continuous service has the same meaning as in section 117 of the Act.

38.2.4 If an Employee who is at least 18 years old does not give the period of notice required under clause 38.2, then the Company may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

38.3 Job search entitlement

38.3.1 Where the company has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Company.

38.4 Payment on termination of employment

38.4.1 The Company must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:

38.4.1.1 the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and

38.4.1.2 all other amounts that are due to the Employee under this Agreement and the NES.

38.4.2 The requirement to pay wages and other amounts under clause 16.4(a) is subject to further order of the Commission and the Company making deductions authorised by this Agreement or the Act

38.5 Transmission of business

38.5.1 Where a business is transmitted from one employer to another, as set out in Clause 10 – Redundancy, the period of continuous service that the Employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

39. REDUNDANCY

39.1 Redundancy pay is provided for in accordance with the NES.

39.2 Entitlement to redundancy pay

39.2.1 An Employee is entitled to be paid redundancy pay by the Company if the Employee's employment is terminated:

39.2.1.1 At the Company's initiative because the Company no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

39.2.1.2 Because of the insolvency or bankruptcy of the Company.

39.3 Transfer to lower paid duties on redundancy

39.3.1 Clause 39.3 applies if, because of redundancy, an Employee is transferred to new duties to which a lower ordinary rate of pay applies.

39.3.2 The Company may:

39.3.2.1 give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the Company; or

39.3.2.2 transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the Company pays the Employee as set out in clause 39.3.3.

39.3.3 If the Company acts as mentioned in clause 39.3.2.2), the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.

39.4 Employee leaving during redundancy notice period

39.4.1 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

39.4.2 The Employee is entitled to receive the benefits and payments they would have received under clause 38.5 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

39.4.3 However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

39.5 Job search entitlement

39.5.1 Where the Company has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

39.5.2 If an Employee is allowed time off without loss of pay of more than one day under clause 39.5.1 the Employee must, at the request of the Company, produce proof of attendance at an interview.

39.5.3 A statutory declaration is sufficient for the purpose of clause 39.5.2.

39.5.4 An Employee who fails to produce proof when required under clause 39.5.2 is not entitled to be paid for the time off.

39.5.5 This entitlement applies instead of clause 39.2.

39.6 Transmission of business

39.6.1 Additionally, the provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

39.6.1.1 Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or

39.6.1.2 Where the Employee rejects an offer of employment with the transmittee:

39.6.1.2.1 In which the terms and conditions are substantially similar and no less favourable; considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and

39.6.1.2.2 Which recognises the period of continuous services which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee.

SCHEDULE A – CLASSIFICATIONS

A.1 Security Officer Level 1

A.1.1 A Security Officer Level I:

- (a)** is responsible for the quality of their own work subject to general supervision;
- (b)** works under general supervision, which may not necessarily be at the site where the officer is posted, either individually or in a team environment;
- (c)** exercises discretion within their level of skills and training; and
- (d)** assists in the provision of on-the-job training.

A.1.2 Indicative of the tasks that an Employee at this level may perform are the following:

- (a) watch, guard or protect persons, premises or property at sites or locations where the complex use of computer technology is not required;
- (b) basic crowd control functions, including at shopping centres, major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- (c) be stationed at an entrance to, or exit from, premises or a property with principal duties including the control of movement of persons, vehicles, goods, or property coming out of, or going into, the premises or property, including to ensure that the quantity and description of goods being carried on a vehicle is in accordance with the requirements of the relevant document or gate pass;
- (d) respond to basic fire or security alarms at their designated post;
- (e) in performing the duties referred to in clauses A.1.2(a) to A.1.2(d) the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills that do not require data input;
- (f) provide safety induction to Employees, contractors or visitors to the site; and
- (g) control access to, and exit from, an airside security zone or landside security zone at an airport.

A.2 Security Officer Level 2

A.2.1 An Employee at this level performs work above and beyond the skills of a Security Officer Level 1 and to the level of their skills, competence and training.

A.2.2 A Security Officer Level 2:

- (a) works from complex instructions and procedures under general supervision, which may not necessarily be at the site where the officer is posted;
- (b) assists in the provision of on-the-job training;
- (c) exercises good interpersonal communications skills;
- (d) co-ordinates work in a team environment or works individually under general supervision of a more senior security officer who may not necessarily be at the site where the officer is posted;
- (e) is responsible for assuring the quality of their own work; and
- (f) is required to act as first response to security incidents or matters.

A.2.3 Indicative of the tasks that an Employee at this level may perform are the following:

- (a) duties of securing, watching, guarding, protecting as directed, responding to alarm signals (including attendances) and, when not alone, minor non-technical servicing of ATMs, not including cash replenishment;
- (b) crowd control functions including at shopping centres, major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- (c) patrol 2 or more separate establishments or sites in a vehicle, including where operated by the same business;
- (d) monitor and respond to electronic intrusion detection or access control equipment terminating at a visual display unit or computerised printout (except for simple closed circuit television systems), not including complex data input into a computer;

- (e) monitor and act on walk-through electromagnetic detectors, or monitor, interpret and act on screen images using x-ray imaging or observation equipment, including in or in connection with airport security zones;
- (f) operate a public weigh-bridge;
- (g) record or report security incidents or matters on a computer based system;
- (h) control a dog used to assist the security officer to carry out the duties of watching, guarding or protecting persons, premises or property; and
- (i) conduct frisk searches of persons and screening using explosive trace detection, including in or in connection with airport security zones.

A.2.4 A Security Officer Level 2 may be required to perform duties of a Security Officer Level 1 that are not designed to promote deskilling.

A.3 Security Officer Level 3

A.3.1 A Security Officer Level 3 works above and beyond the skills of an Employee at Levels 1 and 2, and to the level of their skills, competence and training.

A.3.2 A Security Officer Level 3:

- (a) works from complex instructions and procedures under limited supervision;
- (b) exercises good interpersonal and communications skills;
- (c) exercises computer skills at a level higher than Level 2;
- (d) assists in the provision of on-the-job training;
- (e) exercises discretion within the scope of this classification level; and
- (f) performs work independently under limited supervision either individually or in a team environment.

A.3.3 Indicative of the tasks that an Employee at this level may be required to perform are the following:

- (a) control of movement of persons, vehicles, stock or material at gatehouses and similar locations utilising monitoring and operating computer based systems requiring data input, including manipulation of spreadsheet based computer programs or other advanced monitoring system;
- (b) monitor and operate, under supervision, building operation systems terminating at a visual display unit or computerised printout, including the monitoring of complex fire alarms, water towers or chillers, temperatures and other similar building operational system functions;
- (c) stock and material control at computerised gatehouses and similar locations requiring data input and manipulation of computer programs, for example, Microsoft Excel and other similar computer programs;
- (d) provide safety induction to Employees, contractors or visitors to a site; and
- (e) monitor and act on walk-through electromagnetic detectors, or monitor, interpret and act on screen images using x-ray imaging or observation equipment, including in or in connection with airport security zones.

A.3.4 A Security Officer Level 3 may be required to perform duties of Security Officers at Levels 1 and 2 that are not designed to promote deskilling.

A.4 Security Officer Level 4

A.4.1 A Security Officer Level 4 works above and beyond an Employee at Levels 1, 2 and 3, and to the level of their skills, competence and training.

A.4.2 A Security Officer Level 4:

- (a)** works individually or in a team environment under limited supervision which may not necessarily be at the site where the officer is posted;
- (b)** assists in the provision of on-the-job training;
- (c)** exercises discretion within the scope of this classification level;
- (d)** exercises computer skills at a higher level than Level 3; and
- (e)** exercises high level interpersonal and communications skills.

A.4.3 Indicative of the tasks that an Employee at this level may be required to perform are the following:

- (a)** monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a monitoring centre or at a particular location;
- (b)** keyboard operation to alter the parameters within an integrated intelligent building management or security system, including operating computer programs that have the ability to lock or unlock doors, program access cards, audit door access by individuals as well as recording the time and date of access; and
- (c)** co-ordinate, monitor or record the activities of security officers utilising a verbal or computer based communications system within a monitoring centre including in or in connection with an airport security zone.

A.4.4 A Security Officer Level 4 may be required to perform duties of security officers at Levels 1, 2 and 3 that are not designed to promote deskilling.

A.5 Security Officer Level 5

A.5.1 A Security Officer Level 5 works above and beyond an Employee at Levels 1, 2, 3 and 4 and to the level of their skills, competence and training and may co-ordinate the work of Security Officers working in a team environment within a monitoring centre.

A.5.2 A Security Officer Level 5:

- (a)** works individually or in a team environment under limited supervision, which may not necessarily be at the site where the officer is posted;
- (b)** exercises high level communications and interpersonal skills;
- (c)** assists in the provision of training in conjunction with supervisors or trainers;
- (d)** exercises discretion within the scope of this classification level; and
- (e)** exercises computer skills at a higher level than Level 4.

A.5.3 Indicative of the tasks that an Employee at this level may be required to perform are the following:

- (a)** keyboard operation to alter the parameters within an integrated intelligent building management or security system, including operating computer programs that have the ability to remotely lock or unlock doors, program access cards, audit door access by individuals as well as recording the time and date of access; and

- (b) co-ordinate, monitor or record the activities of security officers utilising a verbal or computer based communications system within a monitoring centre including in or in connection with an airport security zone.

A.5.4 A Security Officer Level 5 may be required to perform duties of security officers at Levels 1, 2, 3 and 4 that are not designed to promote deskilling.

SCHEDULE B – RATES OF PAY

Full-time and part-time Employees—ordinary and penalty rates

	Day	Night	Permanent Night¹	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	100%	121.7%	130%	150%	200%	250%
Security Officer Level 1	\$26.03	\$31.68	\$33.84	\$39.04	\$52.06	\$65.07
Security Officer Level 2	\$26.77	\$32.58	\$34.80	\$40.15	\$53.54	\$66.92
Security Officer Level 3	\$27.22	\$33.13	\$35.39	\$40.83	\$54.45	\$68.06
Security Officer Level 4	\$27.68	\$33.68	\$35.98	\$41.51	\$55.35	\$69.19
Security Officer Level 5	\$28.57	\$34.77	\$37.14	\$42.86	\$57.14	\$71.43

Full-time and part-time Employees—overtime rates

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
	% of minimum hourly rate			
	150%	200%	200%	250%
Security Officer Level 1	\$39.04	\$52.06	\$52.06	\$65.07
Security Officer Level 2	\$40.15	\$53.54	\$53.54	\$66.92
Security Officer Level 3	\$40.83	\$54.45	\$54.45	\$68.06
Security Officer Level 4	\$41.51	\$55.35	\$55.35	\$69.19
Security Officer Level 5	\$42.86	\$57.14	\$57.14	\$71.43

Casual Employees—ordinary and penalty rates

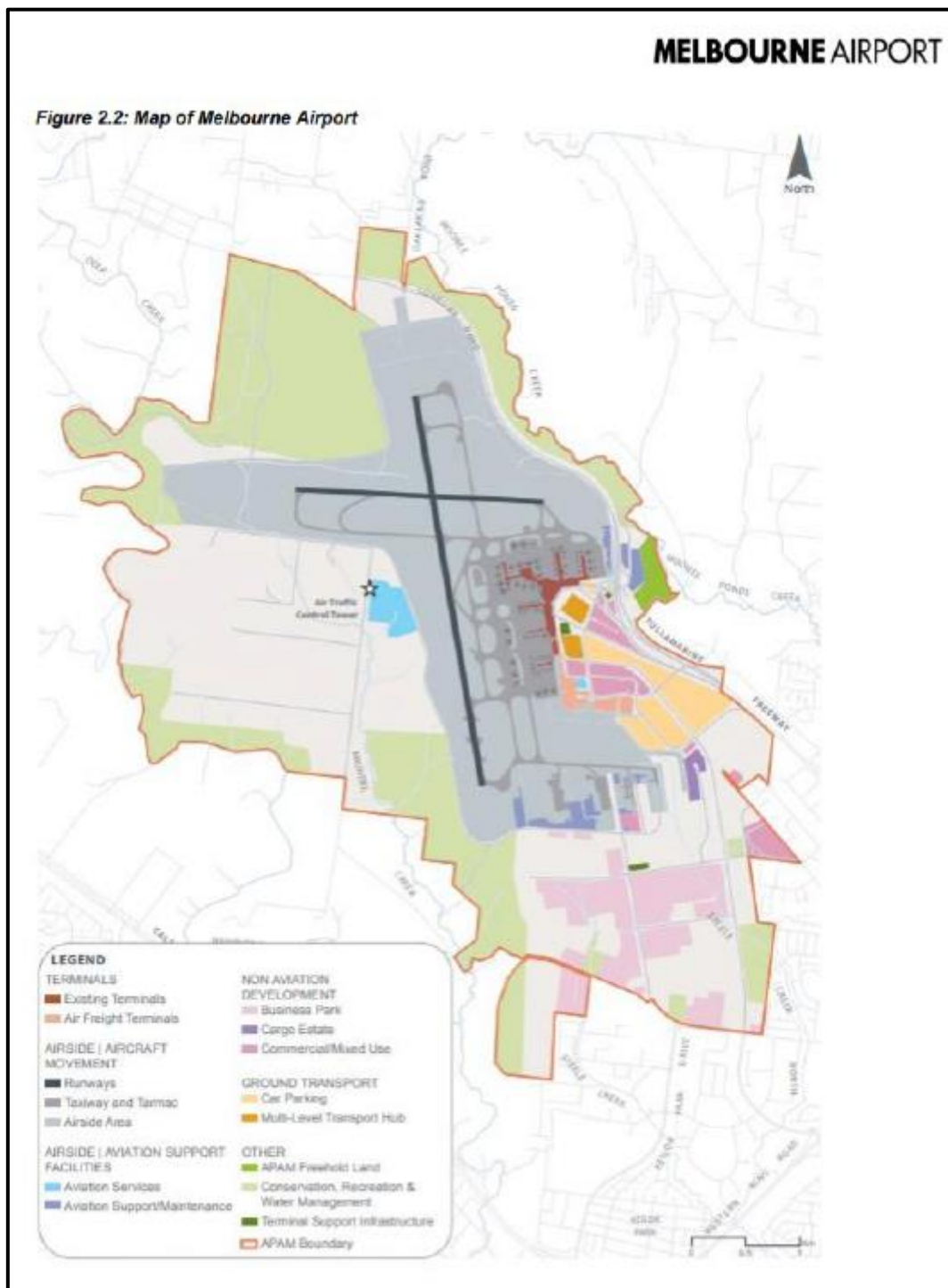
	Day	Night	Permanent Night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	146.7%	155%	175%	225%	275%
Security Officer Level 1	\$32.54	\$38.18	\$40.34	\$45.55	\$58.56	\$71.58
Security Officer Level 2	\$33.46	\$39.27	\$41.49	\$46.85	\$60.23	\$73.62
Security Officer Level 3	\$34.03	\$39.94	\$42.20	\$47.64	\$61.25	\$74.86
Security Officer Level 4	\$34.60	\$40.60	\$42.90	\$48.43	\$62.27	\$76.11
Security Officer Level 5	\$35.72	\$41.92	\$44.29	\$50.00	\$64.29	\$78.57

SCHEDULE C – ALLOWANCES




See clause 17 for full details of allowances payable under this Agreement.

Allowance	Clause	Amount	Payable
First aid allowance—per shift	17.1	\$6.83	per shift
First aid allowance—maximum per week	17.1	\$33.95	per week
Firearm allowance—per shift	17.2	\$3.41	per shift
Firearm allowance—maximum per week	17.2	\$17.07	per week
Broken shift allowance	17.3	\$16.27	per rostered shift
Supervision allowance—1 to 5 Employees	17.4	\$42.39	per week
Supervision allowance—6 to 10 Employees	17.4	\$48.91	per week
Supervision allowance—11 to 20 Employees	17.4	\$63.48	per week
Supervision allowance—over 20 Employees	17.4	\$74.93	per week
Relieving officer allowance	17.5	\$41.98	per week
Aviation allowance	17.6	\$1.88	per hour
Meal Allowance	17.7	\$19.45	per shift
Vehicle Allowance motor vehicle	17.8	\$0.95	per km
Vehicle Allowance motor cycle	17.8	\$0.32	per km

SCHEDULE D – MELBOURNE AIRPORT PRECINCT



SCHEDULE E – SIGNATORIES

Signed on behalf of the Company	
Name	Duncan Reid
Title	General Manager
Address	3/6 English Street, Essendon Fields, VIC 3041
Date	22/02/2024
Signature	
Before me:	
Witness Name	Jackie Patrick
Witness Title	Personal Assistant
Address	3/6 English Street, Essendon Fields, VIC 3041
Date	22/02/2024
Witness Signature	
Signed for and on behalf of the Employees covered by this Agreement	
Name	Lyndal Ryan
Title	Director - Property Services
Address	Unit 15, 71 Leichhardt St, Kingston, ACT 2604
Date	22 February 2024
Signature	
Before me:	
Witness Name	Tom Whiteside
Witness Title	Industrial Officer
Address	833 Bourke St, Docklands, VIC, 3008
Date	22 February 2024
Witness Signature	